UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

Madeleine Entine	:	
c/o Cooper & Elliott LLC	:	
2175 Riverside Drive	:	
Columbus, Ohio 43221,	:	**Case No.**
	:	
Plaintiff,	:	**Judge**
	:	
v.	:	**Magistrate**
	:	
Scott Lissner	:	
c/o The Ohio State University	:	
Ground Level, Hale Hall	:	
154 West 12th Avenue	:	
Columbus, Ohio 43210,	:	
	:	
Defendant.	:	

VERIFIED COMPLAINT SEEKING TEMPORARY RESTRAINING ORDER, DECLARATORY JUDGMENT, AND INJUNCTIVE RELIEF

For her Complaint, Plaintiff Madeleine Entine verifies as follows:

1. Ms. Entine brings this lawsuit because Defendant Scott Lissner, Ohio State University's ADA Coordinator, has refused to let her live in University-governed housing with her service animal even though the University acknowledges that Ms. Entine has a disability. Mr. Lissner's actions violate Ms. Entine's rights under the Americans with Disabilities Act, the Fair Housing Act, the Rehabilitation Act, and Ohio law.

THE PARTIES, JURISDICTION, AND VENUE

2. Plaintiff Madeleine Entine is a second-year undergraduate student at The Ohio State University ("Ohio State" or the "University").

3. Defendant Scott Lissner is Ohio State's ADA Coordinator. Ms. Entine sues Mr. Lissner in his official capacity because he is the individual who committed the relevant actions for the University in this case, and because he has the ability to cause the prospective relief that Ms. Entine seeks.

4. This Court has original jurisdiction under 28 U.S.C. § 1331 because this action arises under the laws of the United States. This state has supplemental jurisdiction over Ms. Entine's state law claim under 28 U.S.C. § 1367 because the state law claim arises out of the same operative facts as the federal claims, so the state law claims form part of the same case or controversy as the federal claims.

5. Personal jurisdiction and venue are proper in this Court because the defendants reside in this state and judicial district and because a substantial part of the events giving rise to the claims occurred in this judicial district.

BACKGROUND FACTS

6. Madeleine Entine is a second-year undergraduate student at Ohio State. She is also a member of the Ohio State chapter of the Chi Omega social sorority.

7. Ohio State has a general policy requiring first- and second-year undergraduate students to live in campus housing. Ohio State allows certain exceptions to this policy.

8. As one exception to the campus housing policy, Ohio State allows second-year students to live in a social fraternity or sorority house maintained exclusively for its members if the house meets the University's Greek Housing Standard and Greek Housing Implementation Report and if the University approves the house to host second-year students.

9. Ms. Entine desired to live in the Chi Omega house for her second year and desires to live in the house in future years. Accordingly, she applied to live in the house and received approval.

10. Living in the Chi Omega house is important to Maddie. It has different qualities from university-owned housing. For example, it facilitates close social relationships between sorority members and provides additional and different living spaces and dining experiences not available in campus housing. Further, Maddie has attained the position of Chi Omega chapter vice president. This position requires the holder to reside in the Chi Omega house. Thus, a housing option outside of the Chi Omega house is not a reasonable equivalent to living in the house.

11. Ms. Entine suffers from a disability. Shortly before the beginning of the school year, Maddie was hospitalized because of panic attacks brought on by severe and intense anxiety. She received medical and psychiatric treatment for her condition.

12. Near the beginning of the school year, Ms. Entine saw treatment providers at OSU Behavioral Health at the OSU Wexner Medical Center. Based on an August 2017 assessment, OSU Behavioral Health confirmed that Ms. Entine meets the diagnostic criteria for generalized anxiety disorder with panic attacks, posttraumatic stress disorder, and unspecified depressive disorder.

13. Ms. Entine's condition substantially interferes with her daily life activities. Ms. Entine suffers panic attacks, which render her immobile. The panic attacks restrict her breathing ability and cause her to hyperventilate. They also cause her muscles to lock up and prevent her from walking on her own.

14. Ms. Entine has a dog, Cory, that she has trained to perform a specific task to help relief her panic attacks. When Ms. Entine has a panic attack, Cory is trained to climb onto her torso. Cory's presence on Ms. Entine's torso helps relief her panic attacks and restore her ability to breathe and move.

15. In addition to performing this specific task, Cory provides general support for Ms. Entine. Although Ms. Entine suffers panic attacks, she suffers them less frequently with Cory present.

16. Ms. Entine has notified Ohio State about her disability need to have Cory with her. Ohio State has recognized that Maddie's condition qualifies as a disability and has allowed Cory to accompany Maddie to areas and buildings on campus where University policies would normally prohibit animals.

17. Ms. Entine has also notified the Chi Omega house's landlord about her need to have Cory with her. Even though a private entity owns the house, Ohio State requires the house to follow its policies and decisions relating to disability discrimination and compliance.

18. Though the Chi Omega house typically has a no-animal policy, it modified that policy to allow Maddie to have Cory in the house. This modification allowed Maddie to reside in the house. Maddie has lived with Cory in the house since August 28, 2017.

19. Around September 10, another resident of the house began complaining about Cory's presence. This person stated that she was allergic to dogs.

20. The house's owner referred this complaint to Defendant Scott Lissner. Mr. Lissner serves as the University's ADA Coordinator. According to Mr. Lissner and the University, he had authority to address the other resident's objection to Cory's presence in the Chi Omega house.

21. Mr. Lissner asked Ms. Entine and the other resident to submit information regarding their conditions to his office. Ms. Entine complied with Mr. Lissner's request and submitted documentation confirming her diagnosed conditions, as well as documentation confirming that Cory's vaccinations are up-to-date.

22. Mr. Lissner provided a written determination regarding this issue on Wednesday, October 4. Exhibit A to this Complaint is a true copy of his determination. In his determination, Mr. Lissner stated that both Ms. Entine and the other resident "have needs that rise to the level of disability under university policy and the Fair Housing Act," and that the "accommodation needs of the two individuals are at odds."

23. Mr. Lissner further stated, "I have not identified a pattern of limits on the occupancy that both can agree would allow mutual habitation in the house."

24. Mr. Lissner stated that "the resolution for this impasse is based on who secured their lease first." Mr. Lissner concluded the person who secured their lease second would have a choice.

25. Ms. Entine secured her lease after the other resident.

26. The "choice" Mr. Lissner gave Ms. Entine was to stay in the house without Cory or to move out. Mr. Lissner thus revoked the previous modification of the no-animals policy in the house.

27. In his determination and at other times, Mr. Lissner and Ms. Entine have referred to Cory as an emotional support animal or "ESA." While Cory does provide Ms. Entine with general emotional support, he is also individually trained to perform a specific task to assist Ms. Entine with her disability, as explained above.

28. Mr. Lissner did not ask Ms. Entine during his review process whether Cory has been trained to perform a task. If he had, Ms. Entine would have answered "yes" and identified the task, and Mr. Lissner would have known that Cory qualifies as a service animal under the ADA. Ms. Entine did not have legal representation or advice during Mr. Lissner's review.

29. Ms. Entine informed Mr. Lissner on October 8 that Cory is specifically trained to lay on her stomach to provide pressure during a panic attack. Mr. Lissner stated that this did not change the reality that Ms. Entine and the other student could not be accommodated in the same house, and that the fact that the other student signed the lease first was still the only way Ohio State could resolve the issue. Exhibit B to this Complaint is a true copy of this email exchange.

30. Before filing this lawsuit, Ms. Entine's counsel wrote Ohio State's counsel on October 19 explaining that the University's actions violated Ms. Entine's legal rights and asking the University to allow Ms. Entine and Cory to remain in the Chi Omega house with parameters that would allow physical separation between Cory and the other student. Exhibit C to this Complaint is a true copy of this letter and its cover email.

31. The University agreed to extend the ordered move out date (then October 23) to October 30 to allow time to explore a possible resolution. Exhibit D to this Complaint is a true copy of the email exchange reflecting this agreement.

32. On October 24, the University notified Ms. Entine's counsel that its decision that Ms. Entine could not reside in the house with Cory was final. Exhibit E to this Complaint is a true copy of the University's letter and its cover email.

33. Mr. Lissner has ordered Ms. Entine to either give up Cory or vacate the house by October 30, 2017.

34. Ohio State provides no process for appeal or further review of Mr. Lissner's order.

35. Meanwhile, both Ms. Entine (with Cory) and the other student have resided in the house since August 28.

COUNT ONE – VIOLATION OF ADA TITLE II

36. Ms. Entine incorporates the above allegations by reference as if fully restated here.

37. Ohio State is a department, agency, or other instrumentality of the state of Ohio and is therefore a public entity under Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131.

38. Ms. Entine has a disability as defined under Title II of the ADA.

39. Ohio State was engaged in the provision of services, programs, or activities, at all relevant times, for example, by offering second-year students the benefit of living in approved sorority hosing, by regulating the Chi Omega house, and by exercising authority (through Mr. Lissner) over matters of disability discrimination in the house.

40. With the reasonable modification of allowing Cory to live with her, Ms. Entine meets the eligibility requirements to live in the Chi Omega house and to fulfill her second-year residency requirement by living in the Chi Omega house.

41. As described above, Maddie has individually trained Cory to perform a specific task for her benefit. Therefore, Cory qualifies as a service animal under ADA regulations. 28 C.F.R. § 35.104.

42. By denying Ms. Entine's request to allow Cory to live with her in the Chi Omega house, Ohio State (through Mr. Lissner) is discriminating against her based on her disability, and excluding her from participation in and denying her the benefits of Ohio State's services, programs, or activities based solely on her disability.

COUNT TWO – VIOLATION OF FAIR HOUSING ACT

43. Ms. Entine incorporates the above allegations by reference as if restated here.

44. Ms. Entine's condition qualifies as a handicap under the Fair Housing Act, 42 U.S.C. § 3602.

45. The reasonable accommodation of allowing Cory's presence with Ms. Entine in the Chi Omega house is necessary to give Ms. Entine equal opportunity to use and enjoy the house.

46. By refusing Ms. Entine the reasonable accommodation of allowing Cory in the Chi Omega house, Ohio State (through Mr. Lissner) has discriminated in the rental of or otherwise made unavailable, a dwelling to Ms. Entine solely because of her handicap.

COUNT THREE – VIOLATION OF REHABILITATION ACT SECTION 504

47. Ms. Entine incorporates the above allegations by reference as if fully restated here.

48. Ohio State receives federal financial assistance.

49. Ohio State is a department, agency, or other instrument of the state of Ohio and is a college or university. It was within the operations of Ohio State to offer second-year students the benefit of living in approved sorority hosing, to regulate the Chi Omega house, and to exercise authority (through Mr. Lissner) over matters of disability discrimination in the house. Accordingly, at all relevant times, Ohio State was providing a program or activity as defined in 29 U.S.C. § 794.

50. By refusing Ms. Entine the reasonable accommodation of allowing Cory in the Chi Omega house, Ohio State (through Mr. Lissner) has intentionally, based solely on Ms.

Entine's disability, excluded her from participation in, denied her the benefits of, and subjected her to discrimination under a program or activity receiving federal financial assistance.

COUNT FOUR – VIOLATION OF OHIO REVISED CODE § 4112.02

51. Ms. Entine incorporates the above allegations by reference as if fully restated here.

52. Through the actions of Mr. Lissner described above, Ohio State has discriminated against Ms. Entine in the terms or conditions of renting and using housing accommodations in violation of Ohio Revised Code § 4112.02.

COUNT FIVE – VIOLATION OF OHIO REVISED CODE § 4112.022

53. Ms. Entine incorporates the above allegations by reference as if fully restated here.

54. Ohio State is a state university or college, and is therefore an educational institution as defined in Ohio Revised Code § 4112.022.

55. Through the actions of Mr. Lissner described above, Ohio State has discriminated against Ms. Entine on account of her disability in admission or assignment to housing controlled by the University.

WHEREFORE, Ms. Entine demands judgment in her favor and against Defendant as follows:

A. A declaration that Defendant's actions have violated her legal rights;

B. A temporary restraining order followed by preliminary and permanent injunctions ordering Defendant to allow her to reside in the Chi Omega house with Cory and permanently enjoining them from discriminating against her based on her disability;

C. Costs and attorney fees; and

D. All other relief this Court deems proper.

Respectfully submitted,

/s/ Barton R. Keyes
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Counsel for Plaintiff
Madeleine Entine

VERIFICATION

I, Madeleine Entine, have reviewed the factual allegations in this Complaint, which are based on my personal knowledge. I swear under penalty of perjury that the factual allegations are true to the best of my knowledge.

Madeleine Entine

Sworn to and subscribed before me this 26th day of October, 2017.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Barton R. Keyes, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.